

## **SECTION A**

**SF-33**

## **PART I - THE SCHEDULE**

### **SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**

#### **B.1 SCOPE OF SERVICES**

The Contractor shall provide janitorial services for the U.S. Embassy, Amman – Jordan

#### **B.2 TYPE OF CONTRACT**

This is a fixed price contract with indefinite delivery/indefinite quantity for temporary/additional services.

#### **B.3 TYPES OF SERVICES**

- (a) Standard Services. The Contractor shall provide standard janitorial services as specified in Section C within the buildings and spaces listed in Exhibit A.
- (b) Temporary Additional Services.

The Contractor shall provide Temporary Additional Services when requested by the Contracting Officer's Representative (COR) through a written order. Temporary Additional Services delivered shall be in addition to the Standard Services, and shall be priced at the unit price shown below. The tasks to be accomplished shall be additional quantities of the same tasks described in Section C.

Because Temporary/Additional Services are based on indefinite delivery/indefinite quantity the minimum and maximum amounts are defined below:

Minimum: The Government shall place orders totaling a minimum of 100 square meters. This reflects the contract minimum for the base year and option period.

Maximum: The amount of all orders shall not exceed 5000 Square Meter. This reflects the contract maximum for the base year and each option period for temporary/additional services.

#### **B.4 PRICING**

- (a) The Government will pay the Contractor a fixed price per month for Standard Services that have been satisfactorily performed. The Government will also pay the Contractor for Temporary Additional Services ordered each month by the Government for satisfactorily completed work.

(b) The Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services. The Contractor shall include any premium pay for overtime only in the fixed rates for Temporary Additional Services.

(c) The Government will also reimburse the Contractor at the purchase price for any materials or equipment ordered by the Government for Temporary Additional Services.

(d) The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.

(e) The Government will make payment in local currency.

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

#### B.5 BASE YEAR PRICES

(a) Standard Services. The fixed price for the first year of the contract (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) is:

Per month JD \_\_\_\_\_ x 12 = JD \_\_\_\_\_ per year

(b) Temporary Additional Services. The unit price (fixed-price) is:

Per Square Meter JD \_\_\_\_\_

Estimated Number of Square Meters Per Year 5000

Total Not to Exceed Per Year JD \_\_\_\_\_

(c) Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the government requests contractor to order to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed Per Year: JD 500

TOTAL for BASE YEAR: JD \_\_\_\_\_ (a + b)

**B.6 FIRST OPTION YEAR PRICES**

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the first option year of the contract is:

Per month JD \_\_\_\_\_ x 12 = JD \_\_\_\_\_ per year

(b) Temporary Additional Services. The unit price (fixed-price) is:

Per Square Meter JD \_\_\_\_\_

Estimated Number of Square Meters Per Year 5000

Total Not to Exceed Per Year JD \_\_\_\_\_

(c) Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the government requests contractor to order to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed Per Year: JD 500

TOTAL for FIRST OPTION YEAR: JD \_\_\_\_\_ (a + b)

**B.7 SECOND OPTION YEAR PRICES**

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the second option year of the contract is:

Per month JD \_\_\_\_\_ x 12 = JD \_\_\_\_\_ per year

(b) Temporary Additional Services. The unit price (fixed-price) is:

Per Square Meter JD \_\_\_\_\_

Estimated Number of Square Meters peryear 5000

Total Not to Exceed Per Year JD \_\_\_\_\_

(c) Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the government requests contractor to order to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed Per Year: JD 500

TOTAL for SECOND OPTION YEAR: JD \_\_\_\_\_ (a + b)

B.8 THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the third option year of the contract is:

Per month JD \_\_\_\_\_ x 12 = JD \_\_\_\_\_ per year

(b) Temporary Additional Services. The unit price (fixed-price) is:

Per Square Meter JD \_\_\_\_\_

Estimated Number of Square Meters per year 5000

Total Not to Exceed Per Year JD \_\_\_\_\_

(c) Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the government requests contractor to order to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed Per Year: JD 500

TOTAL for THIRD OPTION YEAR: JD \_\_\_\_\_ (a + b)

**B.9 FOURTH OPTION YEAR PRICES**

Option Term: Twelve (12) Months

(a) Standard Services. The fixed-price for the fourth option year of the contract is:

Per month JD \_\_\_\_\_ x 12 = JD \_\_\_\_\_ per year

(b) Temporary Additional Services. The unit price (fixed-price) is:

Per Square Meter JD \_\_\_\_\_

Estimated Number of Square Meters per year 5000

Total Not to Exceed Per Year JD \_\_\_\_\_

(c) Materials or equipment. The Government will reimburse the Contractor for any materials or equipment that the government requests contractor to order to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.

Material/Equipment Not to Exceed Per Year: JD 500

TOTAL for FOURTH OPTION YEAR: JD \_\_\_\_\_ (a + b)

**B.10 GRAND TOTAL**

Base Year Total: JD \_\_\_\_\_

First Option Year Total: JD \_\_\_\_\_

Second Option Year Total: JD \_\_\_\_\_

Third Option Year Total: JD \_\_\_\_\_

Fourth Option Year Total: JD \_\_\_\_\_

**GRAND TOTAL:** JD \_\_\_\_\_

## SECTION C

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1 WORK REQUIREMENTS

C.1.1 General. The Contractor shall provide services for the U.S. Embassy, Amman - Jordan. The Contractor shall perform janitorial services in all designated spaces including, but not limited to, halls, offices, restrooms, work areas, entrance ways, lobbies, storage areas, elevators, shops, roofs, walkways, driveways, landscapes, kitchens, surrounding roads and landscapes, surrounding walkways, appliances, offices equipment and furniture, water dispensers, air outlets and inlets, plant room, services rooms, fountains, grease traps, blinds, windows, doors, gates, entrances buildings, bins and containers, rugs, carpet inside elevators, toilets (including WCs, walls, basins, and cubical) all walls at showers, warehouses and stairways. The Contractor shall furnish all managerial, administrative, and direct labor personnel necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes. The contractor shall provide packaging and collecting services towards the recycling program in the embassy including the papers and paper stuff, glass, cans, and plastics.

C.1.2 Personnel. The Contractor shall provide a qualified work force meeting the contract requirements. All management and labor personnel within the scope of this contract to be submitted to the COR for approval. Security clearances will be required. Alternatives should be submitted if not approved. The workforce shall be able to provide the services identified in Section J, Exhibit A, Locations and Time Frames for Janitorial Services.

#### C.1.3 General Requirements.

##### C.1.3.1 Definitions.

"General Instructions" mean those instructions, directives and guidelines that apply to all janitorial personnel.

"ALC" means the American Language Center.

"Chancery" means the embassy building.

"EMR" means the official residence of the ambassador.

"Daily" means 5 days per week, on each non-holiday workday.

"DCMR" means the official residence of the Deputy Chief of Mission.

C.1.3.2 The Contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within thirty days after award of the contract. The COR must approve these

general instructions before issuance. Time schedule showing tasks, locations and frequencies should be submitted including the procedures, materials and tools to be used. Only friendly environment materials should be used. The vendor should submit for approval a list of all professional industrial type tools and machines to suit the tasks required including but not limited to professional vacuum wet carpet cleaning machines, industrial high pressure pump washing machine. All tools/equipment/procedures should be submitted for COR approval within first week of contract. If any more machines are needed during the contract period or requested by the COR, the contractor should submit them for approval within a week of request. All these tools and machines fall within the scope of work and should not be charged for. If not available locally, these machines should be imported and as per the COR selection and/or approval.

#### C.1.4 Duties and Responsibilities.

C.1.4.1 Certain areas specified in Section J, Exhibit A require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur.

C.1.4.2 Contractor shall schedule routine cleaning requirements to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal operations. They are to be performed on a daily basis.

C.1.4.3 Contractor shall schedule periodic cleaning requirements so that it causes minimal disruption to the normal operation of the facility. The COR shall determine the schedules presented which meet the needs of the individual facility.

C.1.4.4 Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in paragraph C.2.1. of this contract. The COR shall order these services as needed. This work shall be performed by trained employees of the Contractor, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.

C.1.4.5 The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

C.1.4.6 The contractor shall provide support for the recycling efforts as follow: Providing clear bags and separating between paper, glass, cans, and plastic. Collecting all recycling materials from all types of trash bins and dumping them into the metal dumpsters. Handling over these materials to the recycling company when they arrive for collection. Using the compactor when received and handling the compacted cardboard.



C.1.4.7 The contractor shall provide the drinking water bottles distribution using approved trolleys and collecting the empty bottles for refilling.

C.1.4.8 The contractor shall also provide the following services:

- a) All cleaning and other used materials and machines/tools are to be submitted for approval. The materials should comply with US standards.
- b) All contract staff/supervisor/manager bio should be submitted at start of contract or at replacement for approval.
- c) Rain water that could be accumulating in some spots to be dried.
- d) Install rugs at entrances when it rains. Remove them when it gets dry.
- e) Providing cleaning services for projects support.
- f) Cleaning the guard's booths in and out around the compound.
- g) Cleaning and providing soap and towel papers to the guard's toilets mobile building.
- h) Cleaning of electrical cabinets and other machines.
- i) Cleaning an office to include: floor, furniture, appliances, phone, computer, monitor, door, window, blinds, table lamps, etc.
- j) Cleaning the appliances, office machines, wall hangings, and water dispensers.
- k) Cleaning air outlets and intakes and the outside surfaces of the light fixtures including outside light pollards.
- l) Contractor to clean grounds with mop and not splashing water or use squeegees.
- m) The contractor has to adjust/change his procedures, frequencies, materials, upon request of Contracting Officer in writing.
- n) Use industrial/commercial vacuum and washing machines after approval.
- o) Areas covered should be specified, and to include:
  - 1. North side garden, outside compound and north-west triangular garden.
  - 2. All planters and ash trays in and around compound.
  - 3. Roads, sides of roads, and walkways around and in compound.
  - 4. Front half the street parking.
  - 5. All landscapes.
  - 6. All in the compound walkways and roads.
  - 7. All buildings roofs.

8. All shops, electrical and other services rooms, plant rooms, mechanical rooms, etc.
  9. The CMR and marines house outside only: roofs, patios, yards, windows and doors from outside.
  10. Cubicles and waterless urinals.
  11. Guard booths.
  12. Guards mobile toilet building.
  13. Ambassador's body guard's mobile building.
  14. The south-east warehouse and caravans.
  15. When pool is open, which includes evenings and holidays, the pool patio shall be maintained by contractor.
  16. Cleaning of all parking areas maintained by contractor. Trash shall be removed daily from asphalt driveways, walkways, waiting area and planters.
  17. Maintenance of North municipality garden shall be accomplished daily by the contractor. Trash i.e. cigarette butts, tea bags, styrofoam cups and containers, plastic bags, paper from the garden and planter
  18. Cleaning of all surfaces areas, grass, rock areas, asphalt, paved driveways, walkways and planters should be free of all garbage i.e. paper, plastic, glass, cigarette butts, plastic bags, tea bags, soda bottles and cans both plastic and glass etc.
  19. Contractor to provide trolleys suitable to transfer water bottles
  20. Contractor to provide plastic containers with wheels for removing the trash.
- p. Proper safety caution signs to be used such as: "Wet Floor, Slippery" "Toilet closed for cleaning" ...etc.
- q. Proper Personal Protective Equipment to be used by the cleaners, such as gloves, goggles, hats...etc.
- r. All Material Safety Data Sheets to be submitted to the POSHO whenever chemicals are replaced, for his/ her approval.
- s. All hired personnel and new personnel to get the required on the job training.
- t. Contractor will supply Green Seal/EPA approved cleaning supplies. Minimal requirement:
- a. Paper towels
  - b. Hand soap
  - c. Toilet Paper
  - d. Wax
  - e. Brass cleaning products
  - f. Disinfectant.
- u. Contractor shall provide a safe, designed for the purpose lift for the cleaning of exterior windows.

- v. Trash compactor will be provided for the contractors use to bale cardboard and paper for recycling.
- w. A properly licensed vehicle, in safe working condition to haul the trash will be provided by the contractor. The vehicle shall be maintained by the contractor, it shall be clean and licensed for on-the-road use. All drivers shall have valid driver licenses.

## C.2 TYPES OF SERVICES

C.2.1 Standard Services shall include the following work:

### C.2.1.1 Daily Cleaning Requirements shall consist of:

C.2.1.1.1 Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble floors, staircases and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. The frequency may be higher than once per day when it is rainy or snowy. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water. No squeegees are allowed anywhere. A mop with press machine is to be used where needed.

C.2.1.1.2 Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, maps, telephones, computers and CRT screens, lamps and other common things found in an office environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.

C.2.1.1.3 Vacuuming all clean rugs and carpets, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. When completed, the area shall be free of all litter, lint, loose soil and debris. The Contractor shall move any chairs, trash receptacles, and easily moveable items to vacuum underneath, and then replace them in the original position.

C.2.1.1.4 Thorough cleaning of toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall replace paper towels, toilet paper, and soap in all bathrooms. The Contractor shall check those areas used by personnel visiting the chancery several times daily to ensure that the facilities are always clean and neat.

C.2.1.1.5 Emptying all wastepaper baskets, ashtrays and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items where they were located.

C.2.1.1.6 Cleaning of glasses, cups, and coffee services in conference facilities and in the Ambassador's office area. The Contractor shall clean the items in hot soapy water and rinse, dry and polish them so that a presentable appearance is maintained.

C.2.1.1.7 Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames, glass desk protectors, reception booths and partitions.

C.2.1.1.8 Removing trash to designated area as directed by the COR, and keeping trash area in reasonably clean condition.

C.2.1.1.9 Sweeping debris from walkways and driveways and hose cleaning them during appropriate seasons (taking into consideration environmental restrictions on water if necessary).

C.2.1.1.10 Elevator interiors shall be cleaned with appropriate cleaning product to be free of dust, dirt, smudges, and stains by using clean dusting and appropriate cleaners. Bright work and brushed chrome, plastic and stainless steel control panels on each landing and in the cab shall be cleaned and polished with appropriate cleaner.

C.2.1.1.11 The Contractor shall refill drinking water bottles located at water coolers on a daily basis, which are provided by the Embassy. The contractor is to use approved trolleys for handling the plastic water containers. If any of these broke by the contractor during handling, the COR can charge 5 JD for each and this money will be deducted from his next invoice.

C.2.1.1.12 The contractor shall collect recycling materials and place them in the specified recycling dumpsters. The materials (paper, paper works, glass, plastic and cans) should be placed in plastic clear bags before putting them in the metal 1.1 m<sup>3</sup> dumpsters. The contractor shall also collect the cardboard and place them in the new compactor and then handed them over to the recycling company. Any materials in the metal dumpsters that are not in the clear plastic bags shall put in these bags segregated.

C.2.1.1.13 the contractor is to collect all debris, trash, and cigarette butts from all places in and around compound.

C.2.1.1.14 the contractor shall clean and provide materials for the mobile new guard's toilet and rooms' caravan at the back gate near the motor pool and the body guards' caravan which contains two rooms and bathroom.

C.2.1.1.15 The health unit special requirements: Daily cleaning is required of the health unit, consisting of dusting, cleaning of counter surfaces and toilet bowls, trash removal, with separation and separate handling of bio-hazardous waste and general trash. Floors should be mopped and buffed weekly, scrubbed and waxed monthly at a minimum. Some locations may require more frequent services. Light fixtures should be dusted monthly and fixtures washed at annually, windows should be cleaned quarterly at a minimum, soap, towel, and toilet tissue should be available at all sinks and lavatories.

Horizontal surfaces (floors, counter tops, desk tops, chair seats and arm rests) and door knobs to be sanitized daily with fresh 10% bleach solution. Restroom service with scrub and sanitation of vanity surface and sink and toilet surfaces with 10% bleach solution. Trash removal from all rooms including shredder waste. Replenishment of paper products. Surface cleaning tools and supplies not to be used in other offices. Restroom cleaning to be completed last and supplies not to be used in other rooms. Replenishment of bottled water.

Health Unit Sanitation: The Center for Disease Control (CDC) recommends that a 10% bleach solution be used for sterilization. A 10% solution corresponds to 1 ½ cups of household bleach per gallon of water, or 1 part bleach to 9 parts water. This solution should be made up immediately prior to each use. Once mixed, this bleach solution will begin deteriorating and should be discarded after 24 hours. Solution is to be monitored after daily mixing to confirm 50-100 ppm free chlorine.

C.2.1.1.16 The exterior of all water dispensers shall be cleaned by the contractor. Surfaces and trays shall be cleaned by using simple green and wiped down with disposable paper towels.

C.2.1.2 Periodic Cleaning Requirements shall consist of:

C.2.1.2.1 Polishing all brass surfaces including door and window handles, plaques, brass pieces, etc.

C.2.1.2.2 Dusting tops of tall furniture, tops of picture frames and areas not covered in daily dusting.

C.2.1.2.3 Spot cleaning baseboards and walls.

C.2.1.2.4 Spot waxing and polishing floors as needed.

C.2.1.2.5 Shampooing (small area spot clean; as needed) carpets.

C.2.1.2.6 Dusting windowsills and blinds.

C.2.1.2.7 Cleaning shutters as required.

C.2.1.2.8 Sweeping and washing terraces and balconies to remove all accumulated dirt and debris.

C.2.1.3 Monthly Cleaning Requirements shall consist of:

C.2.1.3.1 Cleaning major appliances inside and out including vacuuming dust from around motor areas including the water dispensers.

C.2.1.3.2 Wiping window blinds with a damp cloth to ensure that all smudges are removed.

C.2.1.3.3 Cleaning inside window glass and sash of smudges and accumulated dirt. Special care should be taken on procedures and materials so that the glass and films will not be harmed. Material pre-approval will be required by the COR.

C.2.1.3.4 Moving all furniture and vacuuming or polishing the floor under the furniture as appropriate.

C.2.1.3.5 Cleaning, sweeping, and washing with soap and water and mop all warehouse storage areas to be free of soil. Trash shall be removed. All shelves and items on shelves shall be dusted with dry clean dust cloth.

C.2.1.3.6 Cleaning and washing with appropriate cleaning product all fountains walls, floor, lighting and water sprinklers materials at compound and Ambassador Residence.

C.2.1.4 Quarterly Cleaning Requirements shall consist of:(a report should be submitted on the works status to the COR at the time of finishing each of the following tasks):

C.2.1.4.1 Washing the outsides of the windows. When completed the windows shall be free of smudges, lint, or streaks from the surfaces.

C.2.1.4.2 Removing and washing window blinds.

C.2.1.4.3 Shampooing the entire surface of carpets in the high traffic areas.

C.2.1.4.4 Cleaning and sanitizing the trash holding area.

C.2.1.4.5 Dusting and wiping light fixtures and chandeliers. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks.

C.2.1.4.6 Clean the interior and exterior of the skylights

C.2.1.5 Semi-Annual Cleaning Requirements shall consist of:(a report should be submitted on the works status to the COR at the time of finishing each of the following tasks):

C.2.1.5.1 Stripping wax coats, spot checking sealer coats, and completely reapplying wax coats.

C.2.1.5.2 Shampooing carpets in all areas.

C.2.1.5.3 Cleaning all chandeliers and light fixtures using appropriate methods to restore the original luster to the fixtures. This will include ensuring that all crystal reflectors are individually washed.

C2.1.5.4 the contractor shall clean and shine all the copper/brass and metal pieces: doors handlers, doors low level brass sheets, rooms signs, doors and doors frames, partitions windows and frames, wooden and white boards, clocks, etc.

C.2.1.6 Annual Cleaning Requirements shall consist of : (a report should be submitted on the works status to the COR at the time of finishing each of the following tasks):

C.2.1.6.1 Stripping wax coats and seal coats to the bare floor surface; cleaning the bare surface, and reapplying a seal coat.

C.2.1.6.2 Cleaning gutters and down spouts of all collected debris.

### C.3 MANAGEMENT AND SUPERVISION

#### C.3.1 Contractor Management.

C.3.1.1 Supervision. The Contractor shall designate a project manager who shall be responsible for on-site supervision of the Contractor's workforce at all times. This project manager shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The project manager shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The project manager shall have supervision as his or her sole function. He/she shall have adequate housekeeping experience. He/she should be submitted for approval to the COR. Approval will be based on his technical and managerial experiences. Also, the contractor should give an email address for through the contract period communications.

C.3.1.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan of the personnel to be used and the time frame to perform the service.

C.3.1.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

C.3.1.4 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services.

C.3.1.5 Utilities: All electricity and water necessary to complete the required tasks under this contract shall be provided by the U. S. Government at no cost to the contractor.

C.3.1.6 Storage Space: Adequate storage space for all cleaning materials, supplies, equipment and machinery shall be provided by the Government at no cost to the contractor. The contractor shall maintain the storage space in a clean, neat, and orderly

C.3.1.7 The contractor shall provide the COR a list of all proposed cleaning and other products with ingredient content, formulas & Material Safety Data Sheet (MSDS) for his/her approval, as follows: (all materials, cleaners, trolleys, equipment, odors, sanitizers, etc that will be used by contractor are to be submitted at start of contract for the COR approval):

- A.** Product specifically made for Mylar coated glass cleaning.
- B.** Product specifically made for glass cleaning.
- C.** High quality disinfectant cleaner for bathroom fixture.
- D.** Non-Skid floor wax and quality, environmentally safe stripper.
- E.** High quality cleaner for floors and walls.
- F.** High quality shampoo for carpets and cloths.
- G.** High quality cleaner for metals.
- H.** High quality cleaner for plastic light switches, air outlets, air inlets, grills, louvers and light fixtures.
- I.** Women's toilets seats paper covers.
- J.** The auto odor units and odor fillings supply.
- K.** The hand cleaner/sanitizers including bases and fillings as needed. The bases will be installed by the embassy's staff where needed. Contractor to supply bottles replacements.
- L.** Waterless urinals special cleaners.

The contractor must submit MSDS information before using any type of chemical agent on site. All chemical agents must be approved and cleared by the COR before any chemicals can be brought on the Embassy Grounds. If the contractor bring chemical products on site without prior approval by the COR it will not be allowed to use them on site.



**SECTION D - PACKAGING AND MARKING**

**RESERVED**

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

### 52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)

### E.2 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<b><u>Services.</u></b> Performs all janitorial services set forth in the performance work statement (PWS)	C.1 thru C.3	All required services are performed and no more than three (3) customer complaint is received per month

### E.2.1 Surveillance

The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action. The COR will also inspect the contractor's work on an unannounced basis.

### E.2.2 Standard

The performance standard is that the Government receives no more than one (3) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

### E.2.3 Procedures

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 Period of Performance**

F.1.1. The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with two, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

F.1.2. The Government may extend this contract for up to two (2) additional 12-month periods in accordance with the option clause in Section I. 52.217-9, Option to Extend the Term of the Contract, which also specifies the total duration of this contract. See also Section I, FAR 52.217-8, Option to Extend Services, for up to an additional six months of optional performance, if required by the Government.

### **F.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### **FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)**

52.242-15	STOP-WORK ORDER	AUG 1989
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52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
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### **F.2 PERIOD OF PERFORMANCE**

The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with two, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

F.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To</u>
C.1.3.2 General Instructions	1	30 days after award	COR
C.3.1.2 Schedule	1	Weekly	COR

F.4. NOTICE TO PROCEED

After contract award and submission of insurance certificates, the Contractor shall be sent a Notice to Proceed. That Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **the Facility Manager**

#### G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

### G.2 SUBMISSION OF INVOICES

The Contractor shall submit invoices in an original and three (3) copies to the Contracting Officer's Representative (COR) at the following address:

**Financial Management Office (FMO) – Voucher Examiner**  
**American Embassy**  
**P. O. Box 354**  
**Amman 11118, Jordan**

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 SECURITY**

H.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

H.1.2 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

### **H.2 STANDARDS OF CONDUCT**

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(e) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;

- unauthorized use of Government property, theft, vandalism, or immoral conduct;
- unethical or improper use of official authority or credentials;
- security violations; or,
- organizing or participating in gambling in any form.

(g) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

### H.3 PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

### H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

(a) Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.

(c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

(d) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:



## General Liability

(1) Bodily Injury stated in Jordanian Dinars:

Per Occurrence JD 20,000.000

Cumulative JD 100,000.000

(2) Property Damage stated in Jordanian Dinars:

Per Occurrence JD 20,000.000

Cumulative JD 100,000.000

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

For those Contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the performance of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

## H.5 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. If Contractor is self-insured then the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

## **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

#### **I.152.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

#### **FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)**

52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC 2012
52.204-9	PERSONAL IDENTIFY VERIFICATION OF CONTRACTOR PERSONNEL JAN 2011	
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT	OCT 1997

	FORMAT	
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2012
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.228-4	WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-32	PERFORMANCE-BASED PAYMENTS	APR 2012
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES -- ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE II (APR 1984)	AUG 1987
52.245-1	GOVERNMENT PROPERTY	APR 2012

52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010

52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I	APR 2012
		SEPT 1996

52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## I.2FAR CLAUSES IN FULL TEXT:

### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.3DOSAR CLAUSES IN FULL TEXT

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The contracting officer must make all modifications to the contract in writing.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.237-72OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
Prophet Mohammad Birthday  
Washington's Birthday  
Palm Sunday  
Jordanian Labor Day  
Easter  
Jordanian Independence Day  
Memorial Day  
U.S. Independence Day  
Eid Al - Fitr  
U.S. Labor Day  
Columbus Day  
Eid Al – Adha  
Islamic New Year  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President,

failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

(End of clause)

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the



State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain

exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I.4. CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

**RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON  
DEPARTMENT OF STATE CONTRACTS  
(October 17, 2012)**

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.
2. Recruitment Plan
  - a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.
  - b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
  - c. Provide sample recruitment agreement in English.
  - d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs.
  - e. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
  - f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
  - g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
  - h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.
3. The offeror will submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor

shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

a. Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents or passports. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. Contracts must be provided prior to employee departure from their countries of origin. Contractors will provide workers with written information on relevant host country labor laws. Fraudulent recruiting practices, including deliberately misleading information, may be considered a material breach of this contract.

c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/g/tip> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be

submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; or an employee who is a victim of trafficking seeking victim services or legal redress in the country of employment or a witness in a trafficking-related enforcement action.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.

i. The contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country nationals for subcontractor performance.

5. On contracts or subcontracts for other than commercially available off the shelf items, Offerors will certify with the submission of their proposal and annually thereafter that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief, neither the prime nor subcontractor have engaged in any trafficking related activities described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause.

## **SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **J.1    LIST OF ATTACHMENTS**

Exhibit A - LOCATIONS AND TIME FRAME FOR JANITORIAL  
SERVICES

Exhibit B - - CONTRACTOR FURNISHED MATERIALS

Exhibit C - GOVERNMENT FURNISHED PROPERTY

**J.1 EXHIBIT A**

**LOCATIONS AND TIMES FOR JANITORIAL SERVICES**

All standard services are to be delivered on regular Embassy working days from Sunday to Thursday between 0730 and 1700 for the day shift and between 1700 and 2100 for the night shift. And Saturday between 0800 and 1500. All services to be delivered at night, they are to be considered standard services.

1. CHANCERY NORTH AND CHANCERY SOUTH

(Excluding: NORTH CHANCERY FROM SUNDAY TO THURSDAY BETWEEN 0700 AND 1700 FOR THE DAY SHIFT AND BETWEEN 1700 AND 1900 FOR THE NIGHT SHIFT. COMMUNICATIONS OFFICES, REGIONAL AFFAIRS OFFICES AND TELEPHONE FRAME ROOM(0730-2100).

Floor Area <u>Sq. Meter</u>	Glass Area Interior/Exterior <u>Sq. Meter</u>	No. Of Rooms with Furniture to include Waiting areas, lobbies, cubical type offices, storage rooms, auditorium, reception areas and <u>conference rooms</u>	No. Of Bathrooms and <u>Janitor Service Rooms</u>
10,969	1,295	315	26
	6 Skylight 1,301		

<u>Type of Floor/Wall</u>	<u>Area (Sq. Meter)</u>
Mosaic Floor Tiles	14
Ceramic floor/Wall Tiles	1400
Wood Floors	188
Marble Floors	841
Marble Stairs	43
Marble Skirting	59
Vinyl Floor Tiles	432
Rubber Floor Tiles	445
Rubber Skirting	677
Carpeted Floors	6,863
Windows and doors	

2. SERVICE ANNEX BUILDING (0730-1630)

( Warehouse and Maintenance Offices, Warehouse Storage Areas, Maintenance Workshops, Plant / Equipment Areas, Motorpool, Garage Trash Room and Commissary areas ).

Floor Area <u>Sq. Meter</u>	Glass Area Interior/Exterior <u>Sq. Meter</u>	No. Of Rooms with <u>Furniture</u>	No. Of Bathrooms and <u>Janitor Service Rooms</u>
7,651	136	14	5

<u>Type of Floor / Wall</u>	<u>Area ( Sq. Meter )</u>
Mosaic Floor Tiles	0
Ceramic Wall Tiles	410
Vinyl Floor Tiles	279
Rubber Skirting	28
Carpeted Floors	142
Concrete Floors	6,992

3. AMERICANCLUBBUILDING

( Serviced between 0730 and 1700 hours ) for the pool side, two restrooms playground and snack bar on Sunday through Thursday. In addition from (0800 to 2000) on Fridays and Saturdays.

<u>Floor Area</u> <u>Sq. Meter</u>	<u>Glass Area</u> <u>Interior/Exterior</u> <u>Sq. Meter</u>	<u>No. Of</u> <u>Rooms with</u> <u>Furniture</u>	<u>No. Of</u> <u>Bathrooms and</u> <u>Janitor Service Rooms</u>
1,035	98	7	3

85 Skylight ( 4 )

183

Includes one large dining area, kitchen, bathrooms, offices, and snackbar.

<u>Type of Floor / Wall</u>	<u>Area ( Sq. Meter )</u>
Mosaic Floor Tiles	0
Ceramic Floor/Wall Tiles	85
Ceramic Wall Skirting	8
Wood Floors	275
Marble Floors	183
Marble Stairs	34
Vinyl Floor Tiles	15
Rubber Floor Tiles	39
Rubber Skirting	28
Carpeted Floors	182
Resin Seamless Flooring	186
(Kitchen and Snackbar )	
Playground	400
Windows and doors	

4. GUARD GATE HOUSES: Front Entrance, American Club

Entrance, Warehouse Entrance, Ambassador's guard entrance and 5 This should be 9 perimeter exterior guard booths

A. Front Entrance No. 1

<u>Floor and</u> <u>Wall Area</u> <u>Sq. Meter</u>	<u>Glass Area</u> <u>Interior/Exterior</u> <u>Sq. Meter</u>	<u>No. Of</u> <u>Rooms with</u> <u>Furniture</u>	<u>No. Of</u> <u>Bathrooms and</u> <u>Janitor Service Rooms</u> <u>and Fire valve room and electrical room</u>
95	54	3	2
	07 Skylight (2)		
	61		

<u>Type of Floor / Wall</u>	<u>Area (Sq. Meter )</u>
-----------------------------	--------------------------



Mosaic Floor Tiles	0
Ceramic Wall Tiles	28
Marble Floors	56
Vinyl Floor Tiles	9
Rubber Skirting	2
Carpeted Floors	0

Windows and doors

B. Warehouse Entrance No. 2

Floor Area <u>Sq. Meter</u>	Glass Area Interior/Exterior <u>Sq. Meter</u>	No. Of Rooms with <u>Furniture</u>	No. Of Bathrooms and Janitor Service Rooms <u>Fire valve room</u>
100	28	2	2
	<u>19</u> Skylight (3)		
	47		

<u>Type of Floor / Wall</u>	<u>Area ( Sq. Meter )</u>
Mosaic Floor Tiles	2
Ceramic Floor/ Wall Tiles	17
Marble Floors	65
Vinyl Floor Tiles	13
Rubber Skirting	2.8
Carpeted Floors	0
Windows and doors	

C. Ambassador's Residence Entrance No. 3

Floor Area <u>Sq. Meter</u>	Glass Area Interior/Exterior <u>Sq. Meter</u>	No. Of Rooms with <u>Furniture</u>	No. Of Bathrooms and Janitor Service Rooms
13 Marble	12	1	—

D. Perimeter Guard Booths (Quantity – 7)

Floor Area <u>Sq. Meter</u>	Glass Area Interior/Exterior <u>Sq. Meter</u>	No. Of Rooms with <u>Furniture</u>	No. Of Bathrooms and Janitor Service Rooms
20 Vinyl Floor Tiles 48		7	—
Windows and doors			

5. AMBASSADOR'S RESIDENCE ( SKYLIGHTS AND EXTERIOR WINDOW & DOORS WASHING, LANDSCAPES, WALKWAYS AND DRIVEWAYS, FOUNTAINS, PATIO, GAS ROOM, AND MARBLE FLOOR CLEAN/POLISHING ( Between 0730 and 1500 hours )

<u>Floor Area Sq. Meter</u>	<u>Glass Area Interior/Exterior Sq. Meter</u>	<u>No. Of Rooms with Furniture</u>	<u>No. Of Bathrooms and Janitor Service Rooms</u>
100 Marble	43 ( 21 windows ) 54 Glass Block Wall 32 and Skylights Total 129 Windows and doors (from outside only)	2	—

6. INTERIOR AND EXTERIOR AMERICAN EMBASSY COMPOUND GROUNDS ( Parking Lots, Sidewalks, Driveways, Volleyball area, Tennis Court near Ambassador's Residence, and Tennis Court and Basket Ball Court near Service Annex, area around new GYM and around RAO warehouse and around drivers prefab facility at motorpool

Including Swimming Pool Area

<u>Floor Area Sq. Meter</u>	<u>Glass Area Interior/Exterior Sq. Meter</u>	<u>No. Of Rooms with Furniture</u>	<u>No. Of Bathrooms and Janitor Service Rooms</u>
20,430	—	—	—

7. CHANCERY NORTH, CHANCERY SOUTH AND CLUB ELEVATORS

<u>Total Area Sq. Meter</u>	<u>No. Of Elevators</u>
10 Carpet	4

8. Marines house exteriors: including: The backyard, windows and doors, outside gas room, landscapes, and outside stairs.

<u>Floor Area Sq. Meter</u>	<u>Glass Area Exterior only Sq. Meter</u>	<u>No. Of Rooms with Furniture</u>	<u>No. Of Bathrooms and Janitor Service Rooms</u>
175 stone/concrete	50	0	0

CONSULAR PRE-SCREENING OFFICE:

<u>Floor Area Sq. Meter</u>	<u>Glass Area Teller Windows Sq. Meter</u>	<u>No. Of Rooms with Furniture</u>	<u>No. Of Bathrooms and Janitor Service Rooms</u>
15 Carpet	1	0	0

9. One container and two small prefab rooms for the Post Office (APO) behind service annex

<u>Floor Area Sq. Meter</u>	<u>Glass Area Teller Windows Sq. Meter</u>	<u>No. Of Rooms with Furniture</u>	<u>No. Of Bathrooms and Janitor Service Rooms</u>
38 Vinyl Floor	22	4	0

10. Concrete/stone consular booth at the front gate area.

<u>Floor Area Sq. Meter</u>	<u>Glass Area Teller Windows Sq. Meter</u>	<u>No. Of Rooms with Furniture</u>	<u>No. Of Bathrooms and Janitor Service Rooms</u>
15 carpet	2	1	0

11. Clean paved yard, walkways, driveways and parking lots in the compound and remove trash and recycling materials to designated areas.

Total area sq. meter

4000

12. Concrete/stone vehicle control booth at the front parking area

<u>Floor area Sq. Meter</u>	<u>Glass area Sq. Meter</u>	<u>Rooms with Furniture</u>	<u>Bathrooms and Janitor Service Rooms</u>
10 marble floor	6	1	0

13. Concrete/stone prescreening booth at the front parking area

<u>Floor area Sq. Meter</u>	<u>Glass area Sq. Meter</u>	<u>Rooms with Furniture</u>	<u>Bathrooms and Janitor Service Rooms</u>
24 marble floor	11	1	0

14. Lime bricks guard's booth at the West South corner of motor pool

<u>Floor area Sq. Meter</u>	<u>Glass area Sq. Meter</u>	<u>Rooms with Furniture</u>	<u>Bathrooms and Janitor Service Rooms</u>
8 marble floor	13	1	0

15. Drivers prefab Facility at Motor Pool

<u>Floor area Sq. Meter</u>	<u>Glass area Sq. Meter</u>	<u>Rooms with Furniture</u>	<u>Bathrooms and Kitchenette</u>
25 Ceramic	8	2	2

16. Concrete/stone “foreman” room behind service annex

<u>Floor area</u> <u>Sq. Meter</u>	<u>Glass area</u> <u>Sq. Meter</u>	<u>Rooms with</u> <u>Furniture</u>	<u>Bathrooms and</u> <u>Kitchenette</u>
16 Carpet	1	1	0

17. Container (office/drawing room) for facility maintenance at service annex court yard

<u>Floor area</u> <u>Sq. Meter</u>	<u>Glass area</u> <u>Sq. Meter</u>	<u>Rooms with</u> <u>Furniture</u>	<u>Bathrooms and</u> <u>Kitchenette</u>
12 Carpet	0	1	0

18. Office at the new RAO warehouse

<u>Floor area</u> <u>Sq. Meter</u>	<u>Glass area</u> <u>Sq. Meter</u>	<u>Rooms with</u> <u>Furniture</u>	<u>Bathrooms</u>
12 Carpet	2	1	1

19. Prefab Office near the RAO warehouse

<u>Floor area</u> <u>Sq. Meter</u>	<u>Glass area</u> <u>Sq. Meter</u>	<u>Rooms with</u> <u>Furniture</u>	<u>Bathrooms and</u> <u>Kitchenette</u>
26 Vinyl	8	1	2

20. GYM/fitness center facility: Daily (730-1830)

<u>Floor area</u> <u>Sq. Meter</u>	<u>Glass area</u> <u>Sq. Meter</u>	<u>Rooms with</u> <u>Furniture</u>	<u>Bathrooms Janitor and</u> <u>Electrical room</u>
Rubber flooring 190 Mosaic 67	34 Windows 45 Mirrors	0	5

\*Contractor shall clean all GYM exercising equipment and areas around them to maintain performance quality standards.

21. Warehouse facility At Industrial Zone

<u>Floor area</u> <u>Sq. Meter</u>	<u>Glass area</u> <u>Sq. Meter</u>	<u>Room with</u> <u>Furniture</u>	<u>Bathrooms Janitor and</u> <u>Electrical room</u>
Concrete flooring 13,000	20 Windows	1	2

General Responsibilities:

- Sweep and mop all floors on daily bases and clean toilet.
- Wash the floor with washing machine every 2 weeks
- Wax the floor every 6 month.
- Clean inside and outside of all windows.
- Clean entrance walkways.
- Clean the windows and doors on daily bases. Wash the same every three months.

Bathrooms:

- Clean all furnishings (e.g. toilets, sinks, tubs) in bathrooms.
- Clean tile walls.
- Polish chrome.

Supplies:

- The vendor is responsible for providing cleaning supplies necessary.
- The vendor will submit a Material Safety Data Sheet for each cleaning product used.

Description:

- Warehouse must be cleaned within a six-hour period (between 0900 and 1500 hours)
- The vendor will be responsible for any damages to the furniture, furnishings, or appliances that occur during cleaning.
- The vendor will be responsible for his employees transportation to the Warehouse

**TOTAL ESTIMATED AREAS AND SURFACES OF THE EMBASSY COMPOUND**

Total Glass Area	2,028 sq. meter
Total Mosaic Tiles	83 sq. meter
Total Ceramic Tiles	1755 sq. meter
Total Wood Surface	463 sq. meter
Total Marble Surface	1,380 sq. meter
Total Vinyl Surface	886 sq. meter
Total Rubber Surface	1,418 sq. meter
Total Carpeted Surface	7,334 sq. meter
Total Concrete Surface	6,992 sq. meter
Total Resin Surface	186 sq. meter
Total Grounds Area of Compound	20,430 sq. meter
Total Number of Rooms with Furniture	345 Rooms
Total Number of Bathrooms and Janitor	
Service Rooms	46 Rooms
Total number of Elevators	4 Elevators
Total area of GYM mirrors	45 sq. meter

**ALL NIGHT CLEANING IN THE SECOND AND THIRD FLOORS IN CHANCERY NORTH MUST BE COMPLETED WITH A MARINE GUARD ESCORT**

**22. American Language Centre (ALC) with all needed materials, tools, machines, paper towel, etc. Services to be provide Sunday to Thursday (0830-1830). Two workers are needed.**

The ALC consists of:

0. Sixteen Class rooms
1. Thirteen Offices
2. Two Libraries
3. Ten bathrooms
4. One Kitchen
5. One Cafeteria
6. Three Storage room
7. One Boiler room
8. One Diesel tanks room
9. Two Computer lab rooms
10. Two Photo copier rooms
11. One Prayer room
12. One Guard Booth
13. One central stairwell, back stair (leads to the basement) and one external "Metal" Stair (fire escape)

14. Paved Yards around the ALC building
15. External Sidewalks
16. Elevator
17. One outside shade.

**Note:** All of the 16 areas above are included in the cleaning contract

Floor area	Glass area	Rooms with	Bathrooms, storage,
<u>Sq. Meter</u>	<u>Sq. Meter</u>	<u>Furniture</u>	<u>boiler and Kitchen</u>
410 Mosaic	340	22	16
160 Ceramic			
190 wooden			
760 Carpeted			
95 Internal Stairs area (Mosaic)			
20 External Stair area (Mosaic)			
80 External Metal			
170 Asphalt paving			
90 Sidewalks			

**J.1 EXHIBIT B**

**CONTRACTOR FURNISHED MATERIALS**

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the standard and temporary additional services as specified in this contract. The below materials and tools are only a guideline. All contractor's employees should wear neat and clean uniform with logos on back and front. The contractor will not be allowed to use the Facilities break room or washing machines or showers in compound. Such items include, but are not limited to uniforms, personnel equipment, tools, cleaning supplies, equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service. The contractor needs to provide an email address so that COR can instruct him/her in a daily basis if needed. This email should be accessible in the contractor's main office outside compound as no internet connection will be provided within compound. Submittals for all materials, tools, machines are to be provided for approval by the COR. The materials, tools and machines below should be adequate to perform all required tasks in the best manner to the satisfaction of the COR.

<u>Item</u>	<u>Minimum QTY/Yearly</u>
Disinfectant	600 LT
Cleaner of Bathroom Fixtures	600 LT
Carpet & Rug Shampoo	75 LT
Floor Wax	180 LT
Wax Remover	40 LT
Wood Polish	288 Cans
Glass Cleaner	120 LT
Polish for Metal & Brass	50 Cans
Cleaner for Floor & Walls	180 Cans
Cleaner for Plastic Light Switches	150 Cans
Brooms (Different Types)	240 each
Mops	72 each
Window Cleaning Kit	3 each
Clear Plastic Trash Bags (Different Sizes)	10200 KG
Dust Cloths	600 each
Trash transfer Containers	3 Each
Floor Polisher	2 each
Rug & Carpet Shampooer	2 each
Vacuum Cleaner (Dry)	6 each
Vacuum Cleaner (Wet)	2 each
High Ladder (Should reach the 3 <sup>rd</sup> floor windows safely)	1 each
Waterless urinals cleaners	75 1 Liter bottles
WC paper covers	200 each
Suitable vehicle to remove trash out of compound	1
Toilets auto machines and can fillings	432 cans

Ceramic tiles polishing machine	2
Vinyl tiles polishing/waxing machines	1
Hand cleaner sanitizer including basis	220 1 Liter bottles
Double bucket trolley	10 each
Housekeeping trolley	10 each
Bathroom tissue	86400 roll
Paper towels	18000 roll

Any other materials, supplies and equipment needed.

All machines provided by the contractor should be approved by the COR and should be industrial heavy duty.

The Contractor shall use only environmentally preferable chemical cleaning-products. The Contractor shall identify products by brand name for each of the following product types and be submitted for COR approval:

- (a) All-purpose cleaner
- (b) General degreaser
- (c) General disinfectant
- (d) Graffiti remover
- (e) Chrome and brass cleaner/polish
- (f) Glass cleaner
- (g) Furniture polish
- (h) Floor stripper
- (i) Floor finisher
- (j) Carpet cleaner
- (k) Solvent spotter
- (l) Gum remover
- (m) Wood floor finish
- (n) Bathroom hand cleaner/soap
- (o) Bathroom disinfectant
- (p) Bathroom cleaner
- (q) Bathroom deodorizers
- (r) Urinal deodorizers
- (s) Lime and scale remover
- (t) Stickers removers to clean old stains on walls, doors and windows.

In addition, the Contractor shall provide following non-chemical products containing the maximum feasible amount of recovered materials:

- (1) Bathroom tissue - The bathroom tissue must contain at least 100% recovered materials and 20% post-consumer content.
- (2) Paper Towels - The paper towels must contain at least 100% recovered materials and 40% post-consumer content.



(3) General Purpose industrial wipes - The general purpose industrial wipes must contain at least 100% recovered materials and 40% post-consumer content.

(4) Plastic trash bags - Plastic trash bags must contain at least 25% post-consumer content. Should be clear.

Information on environmentally preferable products (EPP) is available on the Internet at <http://www.epa.gov/opptintr/epp.htm>.

All non-chemical products (paper, plastic, etc.) should conform to the Environmental Protection Agency (EPA) Comprehensive Procurement Guide (CPG) if the products are CPG-designated items. CPG information is available on the Internet at <http://www.epa.gov/cpg>.

Contractors may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

Once this list of products has been approved by the Contracting Officer, the Contractor is responsible for using only those approved cleaning chemical products in the building. If for some reason the product is found later to be ineffective, the Contractor would otherwise like to propose an alternative product, or the Contracting Officer would like to propose a more environmentally-preferable product, either the Contractor or Contracting Officer may propose for consideration an "equal" product. If the parties agree to the replacement product, the contract will be modified.

**J.1     EXHIBIT C**

**GOVERNMENT FURNISHED PROPERTY**

The Government shall make the following property available to the Contractor as "Government furnished property (GFP)" for performance under the contract:

Cleaning Water  
Drinking Water  
Electricity  
Furnished office/changing room  
20' container as material storage

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS**

**K.152.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)**

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_ **(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);**

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.252.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.352.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of a Federal, state or local government;

\_\_\_ Other. State basis. \_\_\_\_\_

(d) Corporate Status.

\_\_\_ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

\_\_\_ Other corporate entity;

\_\_\_ Not a corporate entity;

\_\_\_ Sole proprietorship

\_\_\_ Partnership

\_\_\_ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

K.452.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—  
CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

- (5) Consist of providing goods or services that are used only to promote health or education;  
or  
(6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

**K.5 52.204-8 ANNUAL REPRESENTATION AND CERTIFICATIONS (DEC 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561720.

(2) The small business size standard is \$16.5 million dollars.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.



(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

\_\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

- \_\_\_ (vi) [52.227-6](#), Royalty Information.
- \_\_\_ (A) Basic.
- \_\_\_ (B) Alternate I.
- \_\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified **below [offeror to insert changes, identifying change by clause number, title, date]**. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.652.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
- (A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are \_\_\_\_ are not \_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have \_\_\_\_, have not \_\_\_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has \_\_\_\_ has not \_\_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business

entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### K.7 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

K.8 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below. United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

K.9 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Jordan:

- ☒ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

K.1052.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION (MAY 2011)

(a) *Definition*. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#) .

(c) *Representation*. By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 SUBMISSION OF OFFERS**

#### **L.1.1 Summary of Instructions.** Each offer must consist of the following:

L.1.1.1. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and filled out Sections B and K.

L.1.1.2. Information demonstrating the offeror's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;

(2) Evidence that the offeror operates an established business with a permanent address and telephone listing;

(3) List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Jordan then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(6) The offeror's strategic plan for Janitorial Services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

(7) Environmental Preferability Submission, describing how the offeror will ensure the use of environmentally friendly products and materials in the performance of the contract. The offeror shall list all chemical cleaning products and non-chemical products that will be used.

Submit the complete offer to the address shown at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33.

The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

#### L.1.2 Proprietary Data

Offeror shall specifically identify by page(s), paragraph(s) and sentence(s), and shall not generalize.

#### L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (such as Yahoo, Infoseek, or Alta Vista) is suggested to obtain the latest location of the most current FAR.



FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS ALT 1	FEB 2012
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS	JAN 2004
52.237-1	SITE VISIT	APR 1984

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price contract resulting from this solicitation.

52.233-2SERVICE OF PROTEST (SEP2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer, Amman – Jordan.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### L.4 PREPROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on **23, December, 2013 at 11:00 a.m.** at the American Embassy, Amman - Jordan. Offerors are urged to submit written questions using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation. Attendees should bring written questions to the proposal conference. As time permits and after the Contracting Officer discusses the solicitation and written questions are answered, oral questions will be taken.

#### L.5 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past three years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

#### L.5 SITE VISIT

In accordance with FAR provision 52.237-1, Site Visit, the post will arrange for site visits at **11:00 a.m., on 23, December, 2013.** Offerors should contact Mahmoud Itani, telephone number 5906133, and fax number 5927957 to make appropriate arrangements by latest **December 18, 2013** to get the access approval for attendees.

#### L.6. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Katherine Reilly (Contracting Officer), American Embassy, Amman - Jordan at telephone number 5906246. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION OF PROPOSALS**

M.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals in accordance with Section L. Proposals must meet all the requirements set forth in the other sections of this solicitation. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

#### **M.1.2. Basis for Award.**

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

##### **a) Initial Evaluation**

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as required by Section L. The Government may eliminate proposals that are missing required information.

##### **b) Technical Acceptability**

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of L.1.1(2), including a review of the offeror's proposed project manager to ensure that s/he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in L.1.1.2.3. to verify quality of past performance.

##### **c) Price**

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in accordance with Section B.

##### **d) Responsibility**

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) adequate financial resources or the ability to obtain them;
- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) satisfactory record of integrity and business ethics;
- (4) necessary organization, experience, and skills or the ability to obtain them;
- (5) necessary equipment and facilities or the ability to obtain them; and

(6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The Government will notify unsuccessful offerors as required by FAR 15.503.

### M.1.3 Award Selection

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

### M.2 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

### M.3 PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation. The Government will add the prices for standard services, temporary additional services, and materials/equipment to obtain a total price evaluation

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.5. AWARD WITHOUT DISCUSSIONS

As stated in FAR provision 52.215-1, (included in Section L of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

M.6. FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.